

APPLICATION OF

Direct One, L.L.C.

EXHIBIT 4

Proposed Tariff

COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

ILLINOIS

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

DIRECT ONE, L.L.C.

This tariff is filed in accordance with the Illinois Public Utilities Act of 1985 Illinois Rev. Stat. Chapter 111 2/3 paragraph 13-502(b). All services contained in this tariff are competitive.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Direct One, L.L.C. within the state of Illinois. This tariff is on file with the Illinois Commerce Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued:

Effective Date:

By:

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

CHECK SHEET

Pages listed below, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision		Page	Revision	
1	Original	*	21	Original	*
2	Original	*	22	Original	*
3	Original	*	23	Original	*
4	Original	*	24	Original	*
5	Original	*	25	Original	*
6	Original	*	26	Original	*
7	Original	*	27	Original	*
8	Original	*	28	Original	*
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			

* - Indicates those pages included with this filing

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

TABLE OF CONTENTS

Title Sheet	1
Check Sheet	2
Table of Contents	3
Application of Tariff	4
Symbols	5
Tariff Format	6
SECTION 1 - Technical Terms	7
SECTION 2 - Rules and Regulations	9
SECTION 3 - Description of Services	19
SECTION 4 - Miscellaneous Services	26
SECTION 5 - Promotions	27
SECTION 6 - Contract Services	28

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

APPLICATION OF TARIFF

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of Illinois by Direct One, L.L.C. subject to the jurisdiction of the Illinois Commerce Commission.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - Changed regulation.

D - Delete or discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ICC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).i.
- D. Check Sheet** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changes to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Illinois Commerce Commission.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Carrier or Company - DIRECT ONE, L.L.C. unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Direct One - DIRECT ONE, L.L.C.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

ICC - Illinois Commerce Commission.

LEC - Local Exchange Company.

Personal Identification Number (PIN) - A numeric or alpha-numeric sequence which uniquely identifies a travel card account. See Authorization Code.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Direct One

Direct One's services and facilities are furnished for communications originating at specified points within the state of Illinois under terms of this tariff.

Direct One installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Direct One may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Direct One Network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2** Direct One reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** All facilities provided under this tariff are directly or indirectly controlled by Direct One and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.6** Direct One reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Liabilities of the Company**

- 2.4.1** Direct One's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.4.5 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account codes issued for use with the Company's services.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.6 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. This includes payment for calls or services originated at the Customer's number(s) incurred at the specific request of the Customer. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Deposits**

The Company does not collect deposits.

2.8 Advance Payments

The Company does not collect advance payments. The prepayment of services which are immediately available to the Customer does not constitute a deposit or advance payment.

2.9 Taxes

For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.10 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access Direct One service.

2.11 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

2.12 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Illinois law and ICC regulations.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.14 Refusal or Discontinuance by Company

2.14.1 Direct One may refuse or discontinue service with proper notice to the Customer for any of the following reasons:

- (A) For failure of the Customer to pay a bill for service when it is due.
- (B) For failure of the Customer to meet the Company's deposit and credit requirements.
- (C) For failure of the Customer to make proper application for service.
- (D) For Customer's violation of any of the Company's rules on file with the Commission.
- (E) For failure of the Customer to provide the Company reasonable access to its equipment and property.
- (F) For Customer's breach of the contract for service between the Company and the Customer.
- (G) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
- (H) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.14 Refusal or Discontinuance by Company, (Cont'd.)**

2.14.2 Direct One may refuse or discontinue service without notice to the Customer for any of the following reasons:

- (A) In the event of tampering with the Company's equipment.
- (B) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
- (C) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (D) In the event of fraudulent use of the service.

2.15 Cancellation by Customer

Customers may cancel service at any time, either verbally or in writing. Customers are responsible for all charges up through the actual disconnect date. Charges may be avoided by dialing another carrier's access code.

2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.18 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.19 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.20 Interconnection

Service furnished by Direct One may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Twister's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

2.21 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICES

3.1 General

Service is available twenty-four hours per day, seven days a week.

3.2 Timing of Calls

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.

3.2.3 Minimum call duration and additional billing increments are specified in Section 3.

3.2.4 There is no billing applied for incomplete calls.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.3 Applicable Rate Periods

Direct One's services are not time of day or day of week sensitive, but are flat rated based upon service option. Direct One does not offer holidays discounts.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

3.4 Calculation of Distance

Direct One's rates are not distance sensitive but flat rated, based upon service option. See Description of Service and Rates Section 3.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.5 Direct One Casual Calling Service**

Direct One Casual Calling Service allows Customers to place calls through the Direct One network via a toll free (800/888/877) or casual calling (101xxxx) code. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. All calls are billed in arrears and are billed to a preauthorized nationally recognized credit card provided by the Customer at the time of subscription to the Direct One Service. Customers choose the flat rate pricing as described below in Section 3.5.2, for their preauthorized limit.

3.5.1 Per Minute Rates \$0.089

3.5.2 Flat Rate Monthly Fee

Customers can choose from one of the pricing options below for the preauthorization limit for the casual calling service:

Plan A	\$10.00
Plan B	\$15.00
Plan C	\$19.00
Plan D	\$27.50
Plan E	\$29.00
Plan F	\$50.00

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.6 Direct One Travel Card Service**

Direct One Travel Card Service allows the Customer to place calls within the State of Illinois while away from the home or office. The Customer must dial a toll free (800/888/877) number and a special access code before completing the call. Calls are billed in one (1) minute increments with an initial calling period, for billing purposes, of one (1) minute.

3.6.1 Flat Rate Travel Card Service

Per Call Surcharge	\$0.30
Per Minute Rate	\$0.30

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.7 Minutes on Us**

The Minutes on Us Program offers the Customer 1,024 minutes of monthly usage for a flat monthly fee. A monthly service charge also applies for this service. Customer will be billed one month in advance for this service. Billing for this service will be done through a valid credit card.

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Customers subscribing to this service will receive the first 1,024 minutes of usage for free.

3.7.1 Monthly Charges

Monthly Usage Charge	\$39.95
Monthly Administrative Fee	\$ 4.95
Per minute rate in excess of 1,024 minutes	\$ 0.039

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SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**3.8 Flat Rate for All**

The Flat Rate for All program gives the Customer unlimited minutes of monthly usage for a flat monthly fee. A monthly service charge also applies for this service. Customers will be billed one month in advance for this service. Billing for this service will be done through a valid credit card.

All calls will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Customers subscribing to this service will receive the first 1,000 minutes of usage for free.

3.8.1 Monthly Charges

Monthly Usage Charge	\$49.95
Monthly Administrative Fee	\$ 4.95

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - MISCELLANEOUS SERVICES**4.1 Directory Assistance**

Directory Assistance is available to Direct One Customers. A Directory Assistance Charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number

Directory Assistance, Per Call Charge	\$0.95
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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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COMPETITIVE TELECOMMUNICATIONS SERVICE TARIFF

SECTION 6 - CONTRACT SERVICES**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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